

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
GLOBAL PLUS 1D (CP2016-193)
NEGOTIATED SERVICE AGREEMENT

Docket No.
CP2017-248

**NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING
MODIFICATION TWO TO GLOBAL PLUS 1D NEGOTIATED SERVICE AGREEMENT
AND AGREEMENT ON ASSIGNMENT**
(February 21, 2018)

The agreement that is the subject of this docket ("Agreement") went into effect on August 20, 2017.¹ On August 28, 2017, the United States Postal Service (Postal Service) filed Modification One, which revised Annex 3 to be consistent with the workpapers for the Agreement.²

The company that signed the Agreement has recently taken part in an assignment that involves the Agreement. Redacted versions of Modification Two to the Agreement and the assignment agreement are included with this filing as Attachments 1 and 2, respectively. Unredacted versions of Modification Two and the assignment agreement are filed under seal. With respect to the nonpublic versions of Modification Two and the assignment agreement filed under seal, the Postal Service hereby incorporates its Application

¹ See PRC Order No. 4048, Order Approving Additional Global Plus 1D Negotiated Service Agreements and Conditionally Approving Modifications, Docket No. CP2017-248, August 16, 2017, at 7.

² See Notice of the United States Postal Service of Filing Modification in Response to Order No. 4048, Docket No. CP2017-248, August 28, 2017.

for Non-Public Treatment filed in conjunction with its notice dated August 2, 2017, in this docket.³

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorneys:

Anthony F. Alverno
Chief Counsel
Global Business and Service Development
Corporate and Postal Business Law Section

Christopher C. Meyerson
Carl A. Wolter
Attorneys

475 L'Enfant Plaza, S.W., Rm. 6125
Washington, D.C. 20260-1137
(202) 268-6036; Fax -5628
carl.a.wolter@usps.gov
February 21, 2018

³ Notice of the United States Postal Service of Filing a Functionally Equivalent Global Plus 1D Negotiated Service Agreement and Application for Non-Public Treatment of Materials Filed Under Seal, Docket No. CP2017-248, August 2, 2017, Attachment 4.

**MODIFICATION TWO TO THE
GLOBAL PLUS 1 SERVICE AGREEMENT BETWEEN
THE UNITED STATES POSTAL SERVICE AND**

This Modification amends the [REDACTED] "Agreement") between [REDACTED] ("Mailer") with offices at [REDACTED] and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998, signed by the Mailer on July 13, 2017, and signed by the USPS on July 17, 2017, as amended by Modification One signed by the Mailer on August 25, 2017, and signed by the USPS on August 25, 2017. The Mailer and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purpose of this Modification is to make the following four changes to the Agreement, as a result of the Agreement on Assignment of Global Plus 1 Service Agreement between [REDACTED] and the USPS, signed by [REDACTED] on 1-24-18, signed by [REDACTED] on 1/12/18, and signed by the USPS on [REDACTED].

First, the title of the Agreement shall now read as follows:

**GLOBAL PLUS 1 SERVICE AGREEMENT BETWEEN
THE UNITED STATES POSTAL SERVICE AND**

Second, the Preamble shall now read as follows:

This Agreement ("Agreement") is between [REDACTED] ("Mailer"), with offices at [REDACTED] and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998. The Mailer and the USPS may be referred to individually as a "Party" and together as the "Parties."

Third, Article 26 Notices shall now read as follows:

26. Notices. (1) All Notices or demands to the Parties required by this Agreement shall be sufficient if delivered personally or mailed, by Priority Mail Express, to the USPS at Managing Director, Global Business; United States Postal Service 475 L'Enfant Plaza SW Room 5012; Washington, DC 20260-4016; or to the Mailer at [REDACTED]. Or via email to United States Postal Service at: icmusps@usps.gov, or to the Mailer at: [REDACTED]. (2) The Mailer hereby agrees to provide the USPS with updates to the contact information in Paragraph 1 of this Article.

Fourth, in the footer of each page of the Agreement, [REDACTED] shall be replaced with [REDACTED].

All other terms and conditions of the Agreement shall remain in force.

The USPS will notify [REDACTED] and [REDACTED] of the Effective Date of this Modification as soon as possible within thirty (30) days after receiving the approval of the entities that have oversight responsibilities for the USPS.

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals (hereinafter "Conditions Precedent") from one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that this Modification may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the USPS to provide the products or services contemplated under this Modification, no obligation shall exist for the USPS and no benefit shall inure to either Party. In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Mailer prior to the Effective Date of this Modification. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without

Confidential

USPS / [REDACTED] 1/2018

Modification Two Page 1 of 3

limitation, actual, special, indirect, incidental, punitive, consequential, or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or any costs incurred by either Party attributable to such non-approval such as attorney's fees.

The Mailer acknowledges that the Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2017-248). The Mailer authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Mailer further understands that any unredacted portion of the Modification or supporting information will be available on the Commission's public website, <http://www.prc.gov>. In addition, the USPS may be required to file information in connection with this Modification (including revenue, cost or volume data) in other Commission dockets, including the Commission docket number for the Annual Compliance Report (ACR) for the USPS fiscal year(s) in which the Agreement is in effect. Each ACR docket has a distinct docket number, such as ACR201#, in which ACR201# signifies the USPS fiscal year to which the ACR pertains. The Mailer has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22 found on the Commission's website at <http://prc.gov/Docs/63/63467/Order225.pdf>.

The individual signing this Modification on behalf of [REDACTED] represents and warrants that he or she has authority to act on behalf of [REDACTED] and intends to, and hereby does bind [REDACTED] to the obligations and commitments set forth in this Modification.

The individual signing this Modification on behalf of [REDACTED] represents and warrants that he or she has authority to act on behalf of [REDACTED] and intends to, and hereby does bind [REDACTED] to the obligations and commitments set forth in this Modification.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

In witness whereof, this Modification is deemed executed on the latter of the two dates accompanying the Parties' signatures.

ON BEHALF OF THE UNITED STATES POSTAL SERVICE:

Signature:

Donald W. Ross

Donald W Ross

Name:

Director International Sales

Title:

2-1-2018

Date

ON BEHALF OF

Signature:

Name:

Title:

Date:

1-24-18

ON BEHALF OF

Signature:

Name:

Title:

Date:

1/12/18

Confidential

USPS / [REDACTED] 1/2018

Modification Two Page 3 of 3

**AGREEMENT ON ASSIGNMENT OF
GLOBAL PLUS 1 SERVICE AGREEMENT**

(a) THE PARTIES TO THIS AGREEMENT:

[REDACTED] ("Transferor"), a corporation duly recognized and existing under the laws of [REDACTED] with offices at [REDACTED] ("Transferee"), a corporation duly recognized and existing under the laws of [REDACTED] with offices at [REDACTED] and the UNITED STATES POSTAL SERVICE ("U.S. POSTAL SERVICE"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998, enter into this agreement as of February 28, 2018. This agreement will be effective as of the closing of the Transaction, as defined below (the "Effective Time").

(b) THE FACTS ON WHICH THE PARTIES AGREE AND WHICH FORM A BASIS FOR THIS AGREEMENT:

- (1) THE U.S. POSTAL SERVICE has entered into a customized agreement with the Transferor. This customized agreement is the Global Plus 1 Service Agreement signed by the Transferor on July 13, 2017, and by the U.S. POSTAL SERVICE on July 17, 2017, as amended by Modification One signed by the Transferor on August 25, 2017, and by the U.S. POSTAL SERVICE on August 25, 2017, which is set to expire on August 31, 2018 (attached as Exhibits A and B). Hereafter the term "customized agreement" shall be used to refer to the instrument defined as customized agreement in this paragraph (b)(1).
- (2) Following the close of business on [REDACTED] as determined by the Transferor and Transferee, the Transferor will transfer to the Transferee [REDACTED] (the "International Mail Business") by virtue of [REDACTED] between the Transferor and the Transferee (the "Transaction").
- (3) [REDACTED]
- (4) The Transferee will assume [REDACTED] of the Transferor under the customized agreement arising [REDACTED]
- (5) The Transferee will be in a position to [REDACTED]
- (6) It is consistent with the U.S. POSTAL SERVICE's interest to recognize the Transferee as the successor party to the customized agreement.
- (7) Evidence of this agreement and transfer of the customized agreement, in the form of a Modification Two to the customized agreement that has been signed by the Transferor, the Transferee, and the U.S. POSTAL SERVICE will be filed with the U.S. POSTAL REGULATORY COMMISSION.

(c) IN CONSIDERATION OF THESE FACTS, THE PARTIES HEREBY AGREE THAT:

- (1) The Transferor confirms the transfer to the Transferee as [REDACTED] U.S. POSTAL SERVICE in connection with the customized agreement.
- (2) [REDACTED] the Transferee [REDACTED] and to perform [REDACTED] customized agreement. [REDACTED] the Transferee also assumes [REDACTED] under the customized agreement [REDACTED] as if the Transferee were the original party to the customized agreement.
- (3) [REDACTED] the U.S. POSTAL SERVICE recognizes the Transferee as the Transferor's [REDACTED] the customized agreement. [REDACTED] the Transferee, by this agreement becomes entitled to [REDACTED] customized agreement as if the Transferee were the original party to the

Confidential

USPS / [REDACTED] 1/2018

Assignment Page 1 of 6

customized agreement. [REDACTED] the term "Mailer" as used in the customized agreement shall refer to the Transferee.

- (4) The Transferor is not released [REDACTED] customized agreement [REDACTED] including, but not limited to, [REDACTED]
- (5) Except as expressly provided in this agreement, nothing in this agreement shall be construed as a [REDACTED] against the Transferor.
- (6) All actions taken by the U.S. POSTAL SERVICE under the customized agreement [REDACTED] the U.S. POSTAL SERVICE's obligations under the customized agreement.
- (7) All actions taken by the U.S. POSTAL SERVICE under the customized agreement in relation to the Transferee [REDACTED] shall have [REDACTED] of the U.S. POSTAL SERVICE's obligations under the customized agreement.
- (8) All actions taken by the Transferor [REDACTED] shall have [REDACTED] of the Transferor's [REDACTED] under the customized agreement, [REDACTED]
- (9) [REDACTED] made by the Transferor to the U.S. POSTAL SERVICE [REDACTED] and all [REDACTED] by the Transferor under the customized agreement [REDACTED], shall be [REDACTED] of the Transferor's [REDACTED] under the customized agreement [REDACTED] the Postal Service [REDACTED]
- (10) The Transferor and the Transferee agree that the U.S. POSTAL SERVICE is [REDACTED] this agreement [REDACTED] the U.S. POSTAL SERVICE [REDACTED] Transaction or this agreement would have [REDACTED] the customized agreement.
- (11) The Transferor and Transferee acknowledge that this Agreement and supporting documentation will be filed with the U.S. Postal Regulatory Commission ("Commission") in the following docketed proceeding: CP2017-248. The Transferor and Transferee authorize the U.S. POSTAL SERVICE to determine the scope of information that must be made publicly available under the Commission's rules. The Transferor and Transferee further understand that any unredacted portion of this document may be posted on the Commission's public website, www.prc.gov. The Transferor and Transferee have the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22, on the Commission's website: www.prc.gov/Docs/63/63467/Order225.pdf.
- (12) Per the Article 26 Notice provision of the customized agreement, notices or demands required by the agreement should be delivered personally or mailed via Priority Mail Express to the following individual on behalf of the transferee as the "Mailer":
[REDACTED]
- (13) The parties to the agreement warrant that, by and through the individuals signing this agreement, they have the right and authority to enter into this agreement and to perform any obligations hereunder.

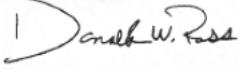
- (14) The customized agreement shall remain in full force and effect, except as modified by the agreement.
- (15) Transferee agrees to notify the U.S. POSTAL SERVICE of the Effective Time within two (2) business days of the closing of the Transaction.

Confidential




USPS / [REDACTED] 1/2018

Assignment Page 3 of 6




ON BEHALF OF THE U.S. POSTAL SERVICE

Signature 
Name Donald W Ross
Title Director International Sales
Date 2-6-2018

ON BEHALF OF 

Signature 
Name 
Title 
Date 1-24-18

ON BEHALF OF 

Signature 
Name 
Title 
Date 1/19/18

Confidential

USPS / 

1/2018

Assignment Page 4 of 6

ON BEHALF OF THE U.S. POSTAL SERVICE

Signature *Donald W. Ross*
Name Donald W Ross
Title Director International Sales
Date 2-2-2018

ON BEHALF OF

Signature [REDACTED]
Name [REDACTED]
Title [REDACTED]
Date 1-24-18

ON BEHALF OF

Signature [REDACTED]
Name [REDACTED]
Title [REDACTED]
Date 1/19/18

Confidential

USPS

1/2018

Assignment Page 5 of 6

ON BEHALF OF THE U.S. POSTAL SERVICE

Signature Donald W. Ross

Name Donald W Ross

Title Director International Sales

Date 2-6-2018

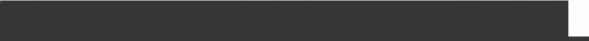
ON BEHALF OF 

Signature 


Name 

Title 

1-24-18

ON BEHALF OF 

Signature 

Name 

Title 

Date 1/19/18